



CORPORATE SMS TERMS & CONDITIONS

Hacienda HealthCare

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Hacienda Healthcare

Corporate SMS Terms & Conditions

I. Introduction

Hacienda Healthcare uses SMS messaging to communicate with patients, patient family members, doctor offices, donors, and other community members who have provided consent to receive text messages. Messages may include appointment reminders, transportation scheduling, state department (DDD) communications, event notifications, and other organizational updates related to our non-profit healthcare services.

Recipients opt in through event registrations or verbal consent. Message frequency varies based on the recipient's relationship with the organization and requested services.

Recipients may reply **STOP** at any time to opt out of future messages or **HELP** for assistance. Message and data rates may apply.

II. Terms & Conditions

Terms and Conditions

Hacienda Healthcare Inc. (“Organization,” “we,” “us,” or “our”)

Effective date: 12/01/2026 · Last updated: 10/9/2026

These SMS Text Messaging Terms and Conditions (“SMS Terms”) govern text messages sent by or on behalf of Hacienda Healthcare Inc., a nonprofit healthcare organization, to mobile telephone numbers in the United States. By opting in to receive text messages from us, you agree to these SMS Terms and to our Privacy Policy at

<https://www.haciendainc.org/privacy-policy>

1. Program description

The Hacienda SMS text program sends informational messages related to our nonprofit healthcare services.

Depending on the program you join, messages may include:

- Appointment reminders, scheduling confirmations, and visit preparation instructions
- Care-coordination, referral, screening, vaccination, or follow-up reminders
- Transportation requests and scheduling

- Communications with state organizations (DDD, etc.)
- Occasional messages about nonprofit programs, events, or services, only if you separately opt into those messages

Message content is limited to what is reasonably necessary for the program you joined. We do not use this program to send political messages.

2. How you opt in

You may enroll by any method we offer, including:

- Initiating text communication with a member of Hacienda Healthcare staff
- Texting a published keyword (for example, JOIN) to Hacienda Healthcare device.
- Giving verbal consent, where permitted

Consent is not a condition of receiving healthcare, financial assistance, or any other service from us, and it is not required to purchase any good or service. You may decline text messages and still receive assistance and other communications by phone, mail, patient portal, or in person.

By opting in, you confirm that you are the subscriber or customary user of the mobile number you provide, that you are at least 18 years old (or the age of majority in your state), and that you have authority to consent to messages to that number.

3. Consent to receive messages

Your opt-in consents to receive recurring automated or on demand text messages from staff of Hacienda Healthcare Inc. and its service providers at the mobile number you provide. Messages may be sent using an automatic telephone dialing system or other automated technology.

Informational healthcare messages and promotional messages are separate. We will send promotional or fundraising texts only if you give a separate, clear consent for that program. You may opt in to reminders and opt out of promotional messages, or the reverse.

4. Message frequency

Message frequency varies by program and by your activity with us. Typical ranges are:

- Appointment and care reminders: up to [4] messages per appointment or encounter, plus related replies
- Ongoing care or program messages: up to [8] messages per month

- Promotional or event messages, if separately opted in: up to [4] messages per month

These are estimates, not a guarantee. Frequency may be higher around a scheduled visit or if you text us with questions. You will receive a confirmation message when you enroll.

5. Message and data rates

Message and data rates may apply. We do not charge a fee to join or to receive program texts, but your mobile carrier may charge according to your plan. Check with your carrier if you have questions about your plan.

6. Opting out

You may cancel at any time. To stop messages:

- Text STOP to the phone number used for messaging. You may also use STOPALL, UNSUBSCRIBE, CANCEL, END, or QUIT.
- You will receive a one-time confirmation that you have been unsubscribed. No further program messages will be sent unless you opt in again.
- Opting out of one program does not automatically opt you out of a different program you joined separately. Text STOP to the number that sent the message you no longer want.
- You may also opt out by contacting us at 602-243-4321 or SMS@haciendainc.org, or by asking IT staff. Allow up to [3] business days for non-text opt-outs to take effect.

Opting out of texts does not cancel appointments, end a care relationship, or change your consent for phone calls, email, or other types of digital messages.

7. Help

For help, text HELP on the phone number you are subscribed to, or contact us:

- Hacienda Healthcare Inc.
- 1402 E. South Mountain, Phoenix AZ 85042
- Phone: 602-243-4321
- Email: SMS@haciendainc.org
- Website: <https://www.haciendainc.org>

Support hours are 9AM to 5PM, Arizona time. After-hours' texts may not be read until the next business day.

8. Supported carriers

The program is offered on major U.S. wireless carriers, including AT&T, T-Mobile, Verizon, and many regional carriers. Carriers are not liable for delayed or undelivered messages. Service may not be available in all areas or on all devices, prepaid plans, or carrier networks.

9. Privacy and health information

We handle personal information, including health information, as described in our Privacy Policy at <https://www.haciendainc.org/privacy-policy/HaciendaSMS.pdf>.

Standard SMS is not a secure or encrypted channel. Messages may be read by anyone with access to your phone, may appear on a lock screen, and may be stored by your carrier. For that reason:

- We design program texts to limit protected health information. A typical message may say that you have an appointment, without stating a diagnosis, test result, medication name, or other clinical details.
- Do not send sensitive health information, Social Security numbers, insurance member IDs, or payment card numbers by text. If you reply with that information, we may not be able to protect it in transit.
- We and our messaging vendors may process your mobile number, opt-in records, message logs, and related technical data to operate, secure, and document the program.
- We do not sell mobile numbers. We do not share your mobile number or opt-in consent with third parties for their own marketing.

If you share a phone, use a work device, or are concerned about privacy, consider opting out and using an email, phone call, or in-person communication instead.

10. Not for emergencies

Text messaging is not monitored continuously and is not an emergency service. Do not use text to report a medical emergency, a mental health crisis, or any situation that needs immediate attention. Call 911.

Delivery is not guaranteed. Messages may be delayed or fail because of carrier outages, device settings, a full inbox, a changed number, or filters. Do not rely on a text as the only notice of an appointment, a critical result, or a deadline.

11. Your responsibilities

- Provide a current mobile number that can receive text messages and tell us promptly if it changes.

- If you give us a number that is reassigned, we may continue texting it until we learn of the change or you opt out. You agree to update us.
- Keep your device secure. You are responsible for messages viewed by others who use your phone.
- Do not use the program to send unlawful, abusive, or clinical information we have asked you not to text.

12. Eligibility

The program is intended for patients, caregivers you authorize, other staff of Hacienda Healthcare and community members in the United States who can receive SMS. It is not directed at children under 13. If you are enrolling on behalf of a minor patient, you represent that you are the parent or legal guardian, or otherwise authorized, and you consent to messages about that patient's non-clinical logistics only, unless a clinician has approved a different arrangement.

13. Changes to the program or these terms

We may modify, suspend, or end the text program, or update these SMS Terms, at any time. If we make a material change, we will post the updated terms at <https://www.haciendainc.org/privacy-policy/> and, where required, send a text or other notice. The revised terms apply when posted, or on the later effective date we state. Continuing to receive messages after that date is acceptance of the revised terms. If you do not agree, text STOP.

14. Disclaimers

Texts are for convenience and general program information. They are not medical advice, a diagnosis, or provider-patient communication unless a clinician expressly says otherwise in a permitted channel. Always follow the instructions you receive in person, by phone, or through the patient portal, and contact your care team with clinical questions.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE PROGRAM IS PROVIDED "AS IS" AND "AS AVAILABLE." WE DISCLAIM WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND UNINTERRUPTED OR ERROR-FREE DELIVERY, EXCEPT WHERE A DISCLAIMER IS PROHIBITED. NOTHING IN THESE SMS TERMS LIMITS LIABILITY THAT CANNOT BE LIMITED TO UNDER APPLICABLE LAW, INCLUDING LIABILITY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR ANY NON-WAIVABLE PATIENT RIGHT.

15. Limitation of liability

To the fullest extent permitted by law, Hacienda Healthcare Inc. and its directors, officers, and employees, are not liable for indirect, incidental, special, consequential, or punitive damages, or for lost profits or data, arising out of delayed, failed, or misdirected messages, or out of your use of the program. Our total liability for claims arising from the text program, other than claims that cannot be limited by law, will not exceed [ONE HUNDRED DOLLARS (\$100)] or the amount you paid us for the text program in the prior twelve months, whichever is greater. The text program is provided at no charge.

16. Dispute resolution and governing law

These SMS Terms are governed by the laws of the State of Arizona, without regard to conflict-of-law rules, except where federal law (including the Telephone Consumer Protection Act) applies.

Courts located in Maricopa County, Arizona have exclusive jurisdiction, except that you may bring an individual claim in small-claims court.

17. Contact

Questions about these SMS Terms or the text program:

- Hacienda Healthcare Inc.
- Attn: SMS@haciendainc.org
- 1402 E. South Mountain Ave, Phoenix AZ 85042
- Phone: 602-243-4231
- Privacy Policy: <https://www.haciendainc.org/privacy-policy/HaciendaSMS.pdf>

18. Sample messages

Examples only. Actual wording may vary.

- Enrollment: Hacienda Healthcare Inc.: You are opted in to appointment reminders. Msg frequency varies. Msg & data rates may apply. Text HELP for help, STOP to cancel.
<https://www.haciendainc.org/privacy-policy/HaciendaSMS.pdf>

- Reminder: Hacienda Healthcare: Reminder of your meeting on Tue 10/14 at 2:00 PM. Please let us know if you need to reschedule.

Text STOP to opt out.

- Stop reply: Hacienda Healthcare Inc.: You are unsubscribed and will receive no more messages from this number. For assistance, call 602-243-4231.

Privacy: <https://www.haciendainc.org/privacy-policy/HaciendaSMS.pdf>